

# South Dot.



**amazon**



**SECCION I - GENERAL**

<b>Insured</b>	Amazon punto com inc and/or subsidiaries, associated or branches by their own interest declared into the company values.
<b>Period</b>	From 06-06-2024 01:00:00 to 06-06-2025 00:59:00 Local Std time
<b>Cedent</b>	American Insurance
<b>Territoriality</b>	United Kingdom
<b>Currency</b>	GBP - Sterling pound
<b>Law &amp; Jurisdiction</b>	United Kingdom
<b>Policy Type</b>	Named Risks
<b>Flexa NatCat BL</b>	YES
<b>Flexa BL</b>	YES
<b>Others</b>	
<b>Exchange Rate to US\$</b>	128.00



**SECCION II - PARTICULAR**

<b>Total Values</b>	123,456,789.00
<b>Compensation Limit</b>	12,345.00
<b>Payment Warranty</b>	06-09-2024 01:00:00
<b>Taxes (%)</b>	235.00
<b>Commissions (%)</b>	178.00
<b>Reinsured</b>	Genesis
<b>Proposal Sharing (%)</b>	196.00
<b>Proposal Gross Premium</b>	276,000.00
<b>Type Coverage</b>	Excess
<b>Attachment Point</b>	1234567
<b>Layer</b>	Ejemplo de layers en este campo



**SECCION III - CONDITIONS**

**LOCATIONS AND VALUES**

	Location/City	Country	Latitude	Longitude	Building, USD	Content USD	Stock, US\$	BI, US\$	USD
1	S/E Vinto (Oruro, Prov. Cercado)	Bolivia	-17.9694	-67.0458	21,437,741	21,437,741	21,437,741	21,437,741	85,750,964
2	S/E Manzanarez (Manzanares el Real, Madr)	España	40.7271	-3.8649	25,437,741	22,387,741	21,237,741	27,654,741	0
3	S/E Tarragona (Tarragona, Tarragona)	España	41.1186	1.2453	12,345,643	12,983,456	982,345	1,245,666	0
4	Estacion ACOR (A Coruña)	España	51.7705	56.1662	21,437,741	21,437,741	21,437,741	21,437,741	85,750,964
5	Estacion ALAC (Alicante)	España	20.1032	52.4376	25,437,741	22,387,741	21,237,741	27,654,741	0
6	Estacion ALBA (Albacete)	España	40.4941	23.0076	12,345,643	12,983,456	982,345	1,245,666	0
7	S/E Tarragona (Tarragona, Tarragona)	España	41.1186	1.2453	12,345,643	12,983,456	982,345	1,245,666	0
8	Estacion ACOR (A Coruña)	España	51.7705	56.1662	21,437,741	21,437,741	21,437,741	21,437,741	85,750,964
9	S/E Tarragona (Tarragona, Tarragona)	España	41.1186	1.2453	12,345,643	12,983,456	982,345	1,245,666	0
10	Estacion ACOR (A Coruña)	España	51.7705	56.1662	21,437,741	21,437,741	21,437,741	21,437,741	85,750,964
11	Sector 1 ( Madrid )	España	40.7271	-3.8649	25,437,741	22,387,741	21,237,741	27,654,741	0
12	Sector 2 ( A Coruña )	España	41.1186	1.2453	12,345,643	12,983,456	982,345	1,245,666	0
13	Sector 3 (Albacete)	España	51.7705	56.1662	21,437,741	21,437,741	21,437,741	21,437,741	85,750,964
14	Sector 4 ( Tarragona )	España	20.1032	52.4376	25,437,741	22,387,741	21,237,741	27,654,741	0



SUM INSURED									
	Coverages	Perils	Coinsurance%	Lim_OC	Lim_USD	Deductible_USD	EEL	AA	State
1	MATERIAL DAMAGE	FLEXA	0.0000%	100,000,000.0000	50,000,000	25,000	YES		COVERED
2	MATERIAL DAMAGE	NAT CAT	0.1000%	200,000,000.0000	50,000,000	25,000	YES	YES	NO COVERED
3	CONSECUENCIAL LOSS	BI	0.0000%	3,000,000.0000	12,500,000	0	YES		COVERED
4	CONSECUENCIAL LOSS	LOSS OF RENT	0.0000%	0.0000	0	0			COVERED
5	CONSECUENCIAL LOSS	DEBRIS REMOVAL	0.0000%	0.0000	0	0			NO COVERED
6	CONSECUENCIAL LOSS	EXTRAORDINARY EXPENSES	0.0000%	0.0000	0	0			NO COVERED
7	MACHINERY BREAKDOWN	BI	0.0000%	0.0000	0	0			NO COVERED
8	MACHINERY BREAKDOWN	MACHINERY	0.0000%	40,000,000.0000	2,500,000	15,000	YES		COVERED
9	CASUALTY		0.0000%	0.0000	0	0			NO APPLY



SUBLIMITS												
	Coverage	US\$	MIN US\$	MIN US\$	ONLY	ONLY	%TIV	%TIV	%Loss	%Loss	Day	Difer
1	Coverage	0	0	0	0	0	0	0	0	0	0	0
2	Flexa	12,346	0	0	1,000	5,000	0	0	0	0	0	4,000
3	Goods Temporary Removed	0	0	0	0	0	0	0	0	0	0	0
4	Insured's Goods/Property in third-part	0	0	0	0	0	0	0	0	0	0	0
5	Goods Recently Acquired	0	0	0	0	0	0	0	0	0	0	0
6	Good Outdoor	0	0	0	0	0	0	0	0	0	0	0
7	Good Third parties Property	0	0	0	0	0	0	0	0	0	0	0
8	Crystals, Signs, and Marquees	0	0	0	0	0	0	0	0	0	0	0
9	Stands, Fairs, and Expositions	0	0	0	0	0	0	0	0	0	0	0
10	Personnel property	0	0	0	0	0	0	0	0	0	0	0
11	Automatic cover for known items	0	0	0	0	0	0	0	0	0	0	0
12	Locations unknown	0	0	0	0	0	0	0	0	0	0	0
13	Refrigerated Merchandise (including dete	0	0	0	0	0	0	0	0	0	0	0
14	Fine Art and Valuable articles (includin	0	0	0	0	0	0	0	0	0	0	0
15	Power Transmission lines up 300 mts fro	0	0	0	0	0	0	0	0	0	0	0
16	Molds, models, and cliches	0	0	0	0	0	0	0	0	0	0	0
17	Hurricanes, gales, cyclones, and Tornado	9,000,000	1,000	5,000	0	0	0	0	1	2	0	0
18	Earthquakes, Tsunami, Volcanoes	10,500,000	1,200	5,000	0	0	0	0	1	2	0	0
19	Flood	12,000,000	1,400	5,000	0	0	0	0	1	2	0	0
20	Freezing	13,500,000	1,600	5,000	0	0	0	0	1	2	0	0
21	Snow Accumulation Damage	15,000,000	1,800	5,000	0	0	0	0	1	2	0	0
22	Damages due to water and other Substance	0	0	0	0	0	0	0	0	0	0	0
23	Spillage and Pollution Damages	0	0	0	0	0	0	0	0	0	0	0
24	Business Interruption	0	0	0	0	0	0	0	0	0	10	10
25	Business Interruption Machinery Breakdow	0	0	0	0	0	0	0	0	0	10	10
26	Civil Authority	0	0	0	0	0	0	0	0	0	10	10
27	Interruption of Access	0	0	0	0	0	0	0	0	0	10	10
28	Fees to engineers, architects, and topog	0	0	0	0	0	0	0	0	0	0	0
29	Professional Fees	0	0	0	0	0	0	0	0	0	0	0
30	Interdependence	0	0	0	0	0	0	0	0	0	0	0
31	Clients	0	0	0	0	0	0	0	0	0	0	0
32	Suppliers	0	0	0	0	0	0	0	0	0	0	0
33	Consequential losses	0	0	0	0	0	0	0	0	0	0	0
34	Expediting Expenses	0	0	0	0	0	0	0	0	0	0	0
35	Extraordinary Expenses	0	0	0	0	0	0	0	0	0	0	0
36	Loss of Leasing 12 Months	0	0	0	0	0	0	0	0	0	0	0
37	Increase in Operational Costs	0	0	0	0	0	0	0	0	0	0	0
38	Demolitions/ Increase of cost of constru	0	0	0	0	0	0	0	0	0	0	0
39	Debris Removal	0	0	0	0	0	0	0	0	0	0	0
40	Removal & Cleanup of pollutant and conta	0	0	0	0	0	0	0	0	0	0	0
41	Machinery Breakdown (Munchener)	0	0	0	0	0	0	0	0	0	0	0
42	Repairs/Extensions, Minor Constructions	0	0	0	0	0	0	0	0	0	0	0
43	Contractors' Equipment (Excluding Liabil	0	0	0	0	0	0	0	0	0	0	0
44	Sabotage & Terrorism	25,000,000	0	0	0	0	1	2	0	0	0	0
45	Strikes and Civil Commotion	0	0	0	0	0	0	0	0	0	0	0



46	Errors & omissions	0	0	0	0	0	0	0	0	0	0	0
47	Data Processing	0	0	0	0	0	0	0	0	0	0	0
48	External & mobile Data processing	0	0	0	0	0	0	0	0	0	0	0
49	Fixed Data Processing Electronic Equipme	0	0	0	0	0	0	0	0	0	0	0
50	File?s restitution/books and documents	0	0	0	0	0	0	0	0	0	0	0
51	Bad Debt Documents	0	0	0	0	0	0	0	0	0	0	0
52	Self ? Combustion	0	0	0	0	0	0	0	0	0	0	0
53	Fire Extinction expenses	0	0	0	0	0	0	0	0	0	0	0
54	Fire Extinction expenses by Foam or Chem	0	0	0	0	0	0	0	0	0	0	0
55	Water reservoirs	0	0	0	0	0	2	5	0	0	0	0
56	Permits & Licenses	0	0	0	0	0	0	0	0	0	0	0
57	Property while in transit	0	0	0	0	0	0	0	0	0	0	0
58	Robbery coverage	0	0	0	0	0	0	0	0	0	0	0
59	Theft of General Content Including Goods	0	0	0	0	0	0	0	0	0	0	0
60	Claim Preparation (loss adjustment) expe	0	0	0	0	0	0	0	0	0	0	0
61	Liability (Risks covered)	0	0	0	0	0	0	0	0	0	0	0
62	T O T A L	0	0	0	0	0	0	0	0	0	0	0



**LOSS RECORD**

	Date of Loss	Notice Date	Description	Policy No.	Branch	Franchise US\$	Recl. US\$	Comp. US\$	State
1	07/22/2019	07/25/2018	Megger MIT1020 equip	20011008	TRM	123,456	0	0	DECLINADO
2	1/31/2018	07/25/2019	Damage to Fluke 726	20011007	TRM	0	0	234,567	PAGADO
3	07/22/2019	07/25/2020	Megger MIT1020 equip	20011006	TRM	654,321	0	0	DECLINADO
4	1/31/2018	07/25/2021	Damage to Fluke 726	20011005	TRM	0	0	432,156	PAGADO
5	07/22/2019	07/25/2022	Megger MIT1020 equip	20011004	TRM	843,256	0	0	DECLINADO
6	1/31/2018	07/25/2023	Damage to Fluke 726	20011003	TRM	0	0	543,212	PAGADO





HISTORY PREMIUMS RATES																			
COVERAGES																			
NATURAL PERILS										PERILS								Total	
Year	EARTHQUAKE		HURRICANES		FLOOD		OTHERS		FIRE		MACHINERY		BI		OTHERS		%Increasing	Total	
	Values	Rates	Values	Rates	Values	Rates	Values	Rates	Values	Rates	Values	Rates	Values	Rates	Values	Rates		Values	Rates
1995	100000	17.5			1000000	12													
1996	200000	21	2200000	12	1250000	25	1000000	12	50000	10								1234567	10
1997			3300000	25			1250000	25	100000	20	1000000	12			1000000	12		2345678	22
1998					1250000	25	1000000	12			1250000	25	1000000	12	1250000	25		3456789	33
1999	300000	17.5					1250000	25					1250000	25					
2000	400000	21	4400000																
2001			5500000																



<b>TIV HISTORY</b>										
<b>VALUES IN ORIGINAL CURRENCY</b>										
Year	Currency	Roe Applied	Building	Contents	Machineriēs	Stocks	BI	Others	% Increasing	Total Insuranced Values (USD)
2018	US\$	123456	123456	123456	123456	123456	123456	123456	30	123456
2019	US\$	222222	222222	222222	222222	222222	222222	222222	30	234567
2020	US\$	333333	333333	333333	333333	333333	333333	333333	30	345678
2021	US\$	436214	436214	436214	436214	436214	436214	436214	30	456789
2022	US\$	541152	541152	541152	541152	541152	541152	541152	30	541152
2023	US\$	646091	646091	646091	646091	646091	646091	646091	30	646091



## General Conditions

### ASBESTOS ENDORSEMENT - LMA 5019

A- This Policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically damaged during the period of insurance by one of these Listed Perils:

fire; explosion; lightning; windstorm; hail; direct impact of vehicle, aircraft or vessel; riot or civil commotion, vandalism or malicious mischief; or accidental discharge of fire protective equipment.

This coverage is subject to each of the following specific limitations:

1. The said building or structure must be insured under this Policy for damage by that Listed Peril.
2. The Listed Peril must be the immediate, sole cause of the damage of the asbestos.
3. The Assured must report to Underwriters the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However, this Policy does not insure any such damage first reported to the Underwriters more than 12 (twelve) months after the expiration, or termination, of the period of insurance.
4. Insurance under this Policy in respect of asbestos shall not include any sum relating to:

- (i) any faults in the design, manufacture or installation of the asbestos;
- (ii) asbestos not physically damaged by the Listed Peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.

B. Except as set forth in the foregoing Section A, this Policy does not insure asbestos or any sum relating thereto.

### COMMUNICABLE DISEASE ENDORSEMENT - LMA 5393

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently, and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

- 2.1. for a Communicable Disease, or
- 2.2. any property insured hereunder that is affected by such Communicable Disease.



3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s). All other terms, conditions and exclusions of the policy remain the same

#### PROPERTY CYBER AND DATA ENDORSEMENT - LMA 5400

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

1.1 Cyber Loss, unless subject to the provisions of paragraph 2;

1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.

3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing



Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.

4. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

**Definitions**

6 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

7 Cyber Act means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

8 Cyber Incident means:

8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

9 Computer System means:

9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

10 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System. 11 Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

**CLAIMS COOPERATION CLAUSE - NMA 2737**

Notwithstanding anything to the contrary contained in this Reinsurance it is a condition precedent to Reinsurers' liability under this Reinsurance that:

1.The Reinsured shall give to the Reinsurer(s) written notice as soon as reasonably practicable of any claim made against the Reinsured in respect of the business reinsured hereby or of its being notified of any circumstances which could give rise to such a claim.



2.The Reinsured shall furnish the Reinsurer(s) with all in formation known to the Reinsured in respect of claim or possible claims notified in accordance with(a) above and shall the re after keep the Reinsurer(s) fully informed as regards all developments relating thereto as soon as reasonably practicable.

3.The Reinsured shall co-operate with the Reinsurer(s) and any other person or persons designated by the Reinsurers in the investigation, adjustment and settlement of such claim notified to the Reinsurer(s) as aforesaid.

#### WAR AND TERRORISM EXCLUSION ENDORSEMENT - NMA 2918

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;(1)war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or(2)any act of terrorism. For this endorsement, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. This endorsement also excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to (1) and/or (2) above. If the Underwriters allege that because of this exclusion, any loss, damage, cost, or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### AVERAGE CLAUSE - NMA 348

This Policy is subject to the condition of average, that is to say, if the property covered by this Insurance shall at the time of any loss be of greater value than the Sum Insured hereby, the Insured shall only be entitled to recover hereunder such proportion of the said loss as the Sum Insured by this Policy bears to the total value of the said property.

#### WAR AND CIVIL WAR EXCLUSION CLAUSE - NMA 464

Notwithstanding anything to the contrary contained herein, this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.



**PREMIUM PAYMENT WARRANTY (90 DAYS) - (TOR) 4/86**

It is a condition of this contract of insurance that the premium due at inception must be paid to and received by Insurers within 60 (sixty) days of the inception of the policy period.

If this condition is not complied with, then this contract of insurance will then immediately terminate with the insured hereby agreeing to pay a premium calculated at not less than pro rata temporis.

**Particular Conditions**

**(RE)INSURERS LIABILITY CLAUSE - LMA 3333**

(Re)insurer's liability several not joint the liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning 'signing' below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

**Proportion of liability**

Unless there is 'signing' (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its 'written line'.

Where this contract permits, written lines, or certain written lines, may be adjusted ('signed?'). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a 'signed line?'. The signed lines



shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

#### SANCTION LIMITATION AND EXCLUSION CLAUSE - LMW 3100

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### SEVERAL LIABILITY NOTICE INSURANCES - LSW 1001

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

#### SEEPAGE, POLLUTION, AND CONTAMINATION EXCLUSION CLAUSE - NMA 1685

This Agreement does not cover any liability in respect of:

1. Loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution, or contamination, provided always that this paragraph shall not apply to loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is a consequence of an otherwise under this agreement indemnifiable sudden, unintended and unexpected happening.
2. The cost of removing, nullifying, or cleaning-up seeping, polluting, or contaminating substances unless the seepage, pollution, or contamination is a consequence of an otherwise under this agreement indemnifiable sudden, unintended or unexpected happening.
3. Fines, penalties, punitive or exemplary damages.

Furthermore, it is agreed that the Insurer is only liable for such claims which have been reported to the Insured within twelve months from the occurrence of the otherwise indemnifiable happening.

#### NUCLEAR ENERGY EXCLUSION CLAUSE 1994 - NMA 1975 (A)

This Reinsurance shall exclude Nuclear Energy Risks whether Such risks are written directly and/or by way of reinsurance and/or via Pools and/or Associations. For all purposes of this Reinsurance Nuclear Energy Risks shall be defined as all first-party and/or third-party insurance (other than Worker's Compensation and/or Employer's





Liability) in respect of:

- (i) All Property on the site of a nuclear Reactor, reactor buildings, and plant equipment therein on any site other than a nuclear power station.
- (ii) All Property, on any site (Including but not limited to the sites referred to in (i) above) used or having been used for: a. The generation of nuclear energy; or b. The Production, Use or storage of Nuclear Material.
- (iii) Any other Property eligible for Insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- (iv) The supply of goods and services to any of the sites, described in (I) to (iii) above, unless such Insurances or reinsurances shall exclude the perils of Irradiation and contamination by Nuclear Material.

Except as undemoted, Nuclear Energy Risks shall not Include:

- (v) Any Insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of property as described in (I) to (III) above (including contractors? plant and equipment).
- (ii) Any Machinery Breakdown or other Engineering Insurance or reinsurance not coming within the scope of (a) above:

Provided always that such insurance or reinsurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

1. The provision of any Insurance or reinsurance whatsoever in respect of:
  - a. Nuclear Material:
  - b. Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations as from fuel loading or first critically where so agreed with the relevant local Nuclear Insurance Pool and/or Association.
2. The provision of any insurance or reinsurance for the under noted perils:
  - Fire, Lightning, explosion;
  - Earthquake;
  - Aircraft and other aerial devious or articles dropped therefrom;
  - Irradiation and radioactive contamination;
  - Any other peril Insured by the relevant local Nuclear Insurance Pool and/or Association:

In respect of any other Property not specified in (1) above which directly involves the Production, Use, or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

Definitions "Nuclear Material" means;

- (i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, other alone or in combination with some other material; and
- (ii) Radioactive Product or Waste.



## ELECTRONIC DATA ENDORSEMENT B - NMA 2915

### 1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

a) This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to ?Trojan Horses?, ?worms? and ?time or logic bombs.

b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

#### Listed Perils

Fire

Explosion

### 2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

## TERRORISM EXCLUSION ENDORSEMENT (REINSURANCE) - NMA 2921

Notwithstanding any provision to the contrary within this reinsurance or any endorsement thereto it is agreed that this reinsurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in



connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss; for the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or

Page 20 of 25 threat thereof, of any or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If the Reinsurers allege that by reason of this exclusion, any loss, damage, cost expense is not covered by this reinsurance the burden of proving the contrary shall be upon the Reassured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**Additional Conditions**

**MICROORGANISM EXCLUSION (ABSOLUTE) - LMA 5018**

This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is

- (iii) any physical loss or damage to insured property;
- (iv) any insured peril or cause, whether or not contributing concurrently or in any sequence;
- (v) any loss of use, occupancy, or functionality; or
- (vi) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

**CLAIMS CONTROL CLAUSE - LMA 5073**

Notwithstanding anything contained in the Reinsurance Agreement and/or the Policy wording to the contrary, it is a condition precedent to any liability under this Policy that:

- A) The Reinsured shall, upon knowledge of any circumstances which may give rise to a claim against this Policy, advise the Reinsurers thereof by e-mail, facsimile, or in writing immediately and in any event within ..... days.
- B) The Reinsured shall furnish the Reinsurers with all information respecting any claim or claims notified by a) above and shall thereafter keep the Reinsurers fully informed as regards all developments relating thereto as soon as reasonably



practicable.

C) The Reinsurers shall have the right to appoint adjusters and/or representatives on their behalf to control all negotiations, adjustments, and settlements in connection with such claims or claims. d) No settlement and/or compromise shall be made and no liability admitted without the prior written approval of the Reinsurers.

#### PREMIUM PAYMENT CLAUSE - LSW 3001

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of nonpayment of premium only the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers within 30 (thirty) days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to (Re)Insurers by the 30th (thirtieth) day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked.

If not, the contract shall automatically terminate at the end of the notice period. If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

#### RADIO ACTIVE CONTAMINATION EXCLUSION CLAUSE - NMA 1270

This policy does not cover

- a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
- b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel.

#### SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION. - NMA 2342

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

- a) any loss, damage, cost or expense or



- b) any increase in insured loss, damage, cost, expense
- c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term any kind of seepage or any kind of pollution and/or contamination as used in this Endorsement includes (but is not limited to):

- a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a 'hazardous substance' by the United States Environmental Protection Agency or as a 'hazardous material' by the United States Department of Transportation, or defined as a 'toxic substance' by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

**DEFINITION OF LOSS OCCURRENCE (HOURS CLAUSE) - NMA 2842**

The words "loss occurrence" shall mean all individual losses arising out of and directly occasioned by one catastrophe.

However, the duration and extent of any "loss occurrence" so defined shall be limited to:

1. 72 consecutive hours as regards a hurricane, typhoon, windstorm, rainstorm, hailstorm and/or tornado.
2. 72 consecutive hours as regards earthquake, seaquake, tidal wave.
3. 72 consecutive hours and within the limits of one city, town or village as regards riots, civil commotions and malicious damage.
4. 72 consecutive hours as regards any "loss occurrence" which includes individual loss or losses from any of the perils mentioned in (a) (b) and (c) above.
5. (e) 672 consecutive hours as regards a volcanic eruptive event.
6. (f) 168 consecutive hours of any "loss occurrence" of whatsoever nature which does not include individual loss or losses from any of the perils mentioned in (a), (b), (c) and (e) above.

and no individual loss from whatever insured peril, which occurs outside these



periods or areas, shall be included in that "loss occurrence".

The Company may choose the date and time when any such period of consecutive hours commences and if any catastrophe is of greater duration than the above periods, the Company may divide that catastrophe into two or more "loss occurrences", provided no two periods overlap and provided no period commences earlier than the date and time of the happening of the first recorded individual loss to the Company in that catastrophe, except for any "loss occurrence" referred to in subparagraph (e) above where only one such period of 672 consecutive hours shall apply within each annual period.

#### INFORMATION TECHNOLOGY HAZARDS (RISK) EXCLUSION CLAUSE - NMA 2928

Losses arising, directly or indirectly, out of:

(i) loss of, alteration of, or damage to

or

(ii) a reduction in the functionality, availability or operation of a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not, are excluded hereon unless arising out of one or more of the following perils:

fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

#### BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION - NMA 2962

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

#### **Risk Control Conditions**

##### Battery Storage Clause - Battery Storage Clause

It is a condition of the insurance for the perils of Fire and/or Explosion under this Policy that all waste batteries shall be stored in closed metal or plastic bins situated at least two meters from the buildings and any combustible storage.

##### Fire Alarm Protection Maintenance Clause - Fire Alarm Protection Maintenance Clause

It is a condition precedent to the liability of the Company under this Insurance that:

1. The premises containing the Insured property are fitted with a burglary alarm system approved by the Company, and no withdrawal, alteration, or variation of the system, or any structural alteration that might affect the system, shall be made without the consent of the Company

2. The burglary alarm system and all locks and padlocks shall have been put into full



and effective operations at all items when the Assured's premises are closed for business. At all other appropriate times.3. The burglary alarm system shall have been maintained in good order throughout the currency of this Insurance under a maintenance contract with the Installing Company.

3. All other protections provided for the safety of the Insured property shall be maintained in good order throughout the currency of this Insurance and are in full and effective operation at all appropriate times.

4. All keys and duplicate keys relative to the above alarm and protections are removed from the premises when the premises are closed for business, and at all other appropriate times. Subject otherwise to the terms exceptions and conditions of this Policy.

#### Fork Lift Truck Clause - Fork Lift Truck Clause

It is a condition of the insurance for the perils of Fire and/or Explosion under this Policy that the Insured:

- a) shall not carry out electrical recharging or other refueling of fork lift truck or similar goods conveying vehicles outside working hours;
- b) shall maintain a clear space separation of at least two meters between vehicles being electrically recharged and all combustible materials;
- c) shall carry out petrol, diesel or gas refueling only outside buildings, or in a well-ventilated segregated area of the building at least six meters distant from all combustibles.

#### Moveable Equipment Clause - Moveable Equipment Clause

It is a condition of this insurance that:

- a) outsider Working hours:
  - i) all items of automotive plant and equipment shall be secured either within the Buildings or within the secure yard area;
  - ii) all items of automotive plant, automotive vehicles and similar equipment shall be parked not less than six meters from any type of combustible materials;
- b) when not attended, all items of automotive plant and equipment shall have ignition keys removed and where security devices/trackers/immobilizers are fitted these shall be enabled.

#### Secure Storage of Non-Ferrous Metals - Secure Storage of Non-Ferrous Metals

It is a condition of the insurance for the peril of Theft, that any stockpile of non-ferrous metal(s) to a value of over GBP 10,000 shall be kept after working hours within a secured locked building.

Such non-ferrous metal(s) shall be located such that their movement would be detected by motion detectors of the intruder alarm system. The intruder alarm system shall be connected to and monitored by a remote central station security service at all times outside normal working hours.





**Storage and Removal of Combustible Clause - Storage and Removal of Combustible Claus**

No person making, using, storing, or having charge or control of any shavings, excelsior, rubbish, sacks, bags, litter, hay, straw or combustible trash, waste, or fragments shall fail, neglect, or refuse at the close of each day to cause all material, which is not compactly baled and stacked in an orderly manner, to be removed from the building or stored in suitable vaults or metal or metal-lined covered receptacles or bins.

The Fire Supervisor shall require suitable baling presses to be installed in stores, apartment buildings, factories, and similar places where accumulations of paper and waste materials are not removed at least every second day

**Clauses**

**ASBESTOS ENDORSEMENT - LMA 5019**

A- This Policy only insures asbestos physically incorporated in an insured building or structure, and then only that part of the asbestos which has been physically damaged during the period of insurance by one of these Listed Perils:

fire; explosion; lightning; windstorm; hail; direct impact of vehicle, aircraft or vessel; riot or civil commotion, vandalism or malicious mischief; or accidental discharge of fire protective equipment.

This coverage is subject to each of the following specific limitations:

1. The said building or structure must be insured under this Policy for damage by that Listed Peril.
2. The Listed Peril must be the immediate, sole cause of the damage of the asbestos.
3. The Assured must report to Underwriters the existence and cost of the damage as soon as practicable after the Listed Peril first damaged the asbestos. However, this Policy does not insure any such damage first reported to the Underwriters more than 12 (twelve) months after the expiration, or termination, of the period of insurance.
4. Insurance under this Policy in respect of asbestos shall not include any sum relating to:

- (i) any faults in the design, manufacture or installation of the asbestos;
- (ii) asbestos not physically damaged by the Listed Peril including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.

B. Except as set forth in the foregoing Section A, this Policy does not insure asbestos or any sum relating thereto.

**COMMUNICABLE DISEASE ENDORSEMENT - LMA 5393**

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the





period of insurance. Consequently, and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

2.1. for a Communicable Disease, or

2.2. any property insured hereunder that is affected by such Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s). All other terms, conditions and exclusions of the policy remain the same

#### PROPERTY CYBER AND DATA ENDORSEMENT - LMA 5400

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:

1.1 Cyber Loss, unless subject to the provisions of paragraph 2;

1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property



insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act.

3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled.

4. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5. This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording.

**Definitions**

6 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

7 Cyber Act means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

8 Cyber Incident means:

8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

9 Computer System means:

9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device,



networking equipment or back up facility,  
owned or operated by the Insured or any other party.

10 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System. 11 Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

#### CLAIMS COOPERATION CLAUSE - NMA 2737

Notwithstanding anything to the contrary contained in this Reinsurance it is a condition precedent to Reinsurers' liability under this Reinsurance that:

1.The Reinsured shall give to the Reinsurer(s) written notice as soon as reasonably practicable of any claim made against the Reinsured in respect of the business reinsured hereby or of its being notified of any circumstances which could give rise to such a claim.

2.The Reinsured shall furnish the Reinsurer(s) with all information known to the Reinsured in respect of claim or possible claims notified in accordance with(a) above and shall thereafter keep the Reinsurer(s) fully informed as regards all developments relating thereto as soon as reasonably practicable.

3.The Reinsured shall co-operate with the Reinsurer(s) and any other person or persons designated by the Reinsurers in the investigation, adjustment and settlement of such claim notified to the Reinsurer(s) as aforesaid.

#### WAR AND TERRORISM EXCLUSION ENDORSEMENT - NMA 2918

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;(1)war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or(2)any act of terrorism. For this endorsement, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. This endorsement also excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to (1) and/or (2) above. If the Underwriters allege that because of this exclusion, any loss, damage, cost, or expense is not covered by this insurance the burden of proving the contrary shall be upon the Assured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.



**AVERAGE CLAUSE - NMA 348**

This Policy is subject to the condition of average, that is to say, if the property covered by this Insurance shall at the time of any loss be of greater value than the Sum Insured hereby, the Insured shall only be entitled to recover hereunder such proportion of the said loss as the Sum Insured by this Policy bears to the total value of the said property.

**WAR AND CIVIL WAR EXCLUSION CLAUSE - NMA 464**

Notwithstanding anything to the contrary contained herein, this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through, or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

**PREMIUM PAYMENT WARRANTY (90 DAYS) - (TOR) 4/86**

It is a condition of this contract of insurance that the premium due at inception must be paid to and received by Insurers within 60 (sixty) days of the inception of the policy period.

If this condition is not complied with, then this contract of insurance will then immediately terminate with the insured hereby agreeing to pay a premium calculated at not less than pro rata temporis.

**(RE)INSURERS LIABILITY CLAUSE - LMA 3333**

(Re)insurer's liability several not joint the liability of a (re)insurer under this contract is several and not joint with other (re)insurers party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning 'signing' below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by



writing to Market Services, Lloyd`s, at the above address.

#### Proportion of liability

Unless there is a signing? (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd`s syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its written line?.

Where this contract permits, written lines, or certain written lines, may be adjusted (signed?). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd`s syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd`s syndicate, the total of the proportions underwritten by all the members of a Lloyd`s syndicate taken together) is referred to as a signed line?. The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to this contract? in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

#### SANCTION LIMITATION AND EXCLUSION CLAUSE - LMW 3100

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### SEVERAL LIABILITY NOTICE INSURANCES - LSW 1001

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

#### SEEPAGE, POLLUTION, AND CONTAMINATION EXCLUSION CLAUSE - NMA 1685

This Agreement does not cover any liability in respect of:

1. Loss of, damage to, or loss of use of property directly or indirectly caused by seepage, pollution, or contamination, provided always that this paragraph shall not apply to loss of or physical damage to or destruction of tangible property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is a consequence of an otherwise under this agreement indemnifiable sudden, unintended and unexpected happening.
2. The cost of removing, nullifying, or cleaning-up seeping, polluting, or contaminating substances unless the seepage, pollution, or contamination is a



consequence of an otherwise under this agreement indemnifiable sudden, unintended or unexpected happening.

3. Fines, penalties, punitive or exemplary damages.

Furthermore, it is agreed that the Insurer is only liable for such claims which have been reported to the Insured within twelve months from the occurrence of the otherwise indemnifiable happening.

**NUCLEAR ENERGY EXCLUSION CLAUSE 1994 - NMA 1975 (A)**

This Reinsurance shall exclude Nuclear Energy Risks whether Such risks are written directly and/or by way of reinsurance and/or via Pools and/or Associations. For all purposes of this Reinsurance Nuclear Energy Risks shall be defined as all first-party and/or third-party insurance (other than Worker's Compensation and/or Employer's Liability) in respect of:

- (i) All Property on the site of a nuclear Reactor, reactor buildings, and plant equipment therein on any site other than a nuclear power station.
- (ii) All Property, on any site (Including but not limited to the sites referred to in (i) above) used or having been used for: a. The generation of nuclear energy; or b. The Production, Use or storage of Nuclear Material.
- (iii) Any other Property eligible for Insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- (iv) The supply of goods and services to any of the sites, described in (I) to (iii) above, unless such Insurances or reinsurances shall exclude the perils of Irradiation and contamination by Nuclear Material.

Except as undemoted, Nuclear Energy Risks shall not Include:

- (v) Any Insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of property as described in (I) to (III) above (including contractors' plant and equipment).
- (ii) Any Machinery Breakdown or other Engineering Insurance or reinsurance not coming within the scope of (a) above:

Provided always that such insurance or reinsurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

- 1. The provision of any Insurance or reinsurance whatsoever in respect of:
  - a. Nuclear Material;
  - b. Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations as from fuel loading or first critically where so agreed with the relevant local Nuclear Insurance Pool and/or Association.
- 2. The provision of any insurance or reinsurance for the under noted perils:
  - Fire, Lightning, explosion;
  - Earthquake;



- Aircraft and other aerial devices or articles dropped therefrom;
- Irradiation and radioactive contamination;
- Any other peril insured by the relevant local Nuclear Insurance Pool and/or Association:

In respect of any other Property not specified in (1) above which directly involves the Production, Use, or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

Definitions "Nuclear Material" means;

- (i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, other alone or in combination with some other material; and
- (ii) Radioactive Product or Waste.

#### ELECTRONIC DATA ENDORSEMENT B - NMA 2915

##### 1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

a) This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to ?Trojan Horses?, ?worms? and ?time or logic bombs.

b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils

Fire

Explosion

##### 2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Policy suffer physical loss or





damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

**TERRORISM EXCLUSION ENDORSEMENT (REINSURANCE) - NMA 2921**

Notwithstanding any provision to the contrary within this reinsurance or any endorsement thereto it is agreed that this reinsurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss; for the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or

Page 20 of 25 threat thereof, of any or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If the Reinsurers allege that by reason of this exclusion, any loss, damage, cost expense is not covered by this reinsurance the burden of proving the contrary shall be upon the Reassured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**MICROORGANISM EXCLUSION (ABSOLUTE) - LMA 5018**

This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to:

mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This Exclusion applies regardless whether there is

- (iii) any physical loss or damage to insured property;
- (iv) any insured peril or cause, whether or not contributing concurrently or in any sequence;
- (v) any loss of use, occupancy, or functionality; or
- (vi) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.





This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

**CLAIMS CONTROL CLAUSE - LMA 5073**

Notwithstanding anything contained in the Reinsurance Agreement and/or the Policy wording to the contrary, it is a condition precedent to any liability under this Policy that:

- A) The Reinsured shall, upon knowledge of any circumstances which may give rise to a claim against this Policy, advise the Reinsurers thereof by e-mail, facsimile, or in writing immediately and in any event within ..... days.
- B) The Reinsured shall furnish the Reinsurers with all information respecting any claim or claims notified by a) above and shall thereafter keep the Reinsurers fully informed as regards all developments relating thereto as soon as reasonably practicable.
- C) The Reinsurers shall have the right to appoint adjusters and/or representatives on their behalf to control all negotiations, adjustments, and settlements in connection with such claims or claims. d) No settlement and/or compromise shall be made and no liability admitted without the prior written approval of the Reinsurers.

**PREMIUM PAYMENT CLAUSE - LSW 3001**

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of nonpayment of premium only the following clause will apply. The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers within 30 (thirty) days of inception of this contract (or, in respect of instalment premiums, when due).

If the premium due under this contract has not been so paid to (Re)Insurers by the 30th (thirtieth) day from the inception of this contract (and, in respect of instalment premiums, by the date they are due) (Re)Insurers shall have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re)Insurers are on risk but the full contract premium shall be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers shall give not less than 15 days prior notice of cancellation to the (Re)Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation shall automatically be revoked.

If not, the contract shall automatically terminate at the end of the notice period. If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

**RADIO ACTIVE CONTAMINATION EXCLUSION CLAUSE - NMA 1270**

This policy does not cover



- a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
- b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel.

**SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION. - NMA 2342**

Notwithstanding any provision to the contrary within the Policy of which this Endorsement form part (or within any other Endorsement which forms part of this Policy), this Policy does not insure:

- a) any loss, damage, cost or expense or
- b) any increase in insured loss, damage, cost, expense
- c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term any kind of seepage or any kind of pollution and/or contamination as used in this Endorsement includes (but is not limited to):

- a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a 'hazardous substance' by the United States Environmental Protection Agency or as a 'hazardous material' by the United States Department of Transportation, or defined as a 'toxic substance' by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

**DEFINITION OF LOSS OCCURRENCE (HOURS CLAUSE) - NMA 2842**

The words "loss occurrence" shall mean all individual losses arising out of and directly occasioned by one catastrophe.

However, the duration and extent of any "loss occurrence" so defined shall be limited to:



1. 72 consecutive hours as regards a hurricane, typhoon, windstorm, rainstorm, hailstorm and/or tornado.
2. 72 consecutive hours as regards earthquake, seaquake, tidal wave.
3. 72 consecutive hours and within the limits of one city, town or village as regards riots, civil commotions and malicious damage.
4. 72 consecutive hours as regards any "loss occurrence" which includes individual loss or losses from any of the perils mentioned in (a) (b) and (c) above.
5. (e) 672 consecutive hours as regards a volcanic eruptive event.
6. (f) 168 consecutive hours of any "loss occurrence" of whatsoever nature which does not include individual loss or losses from any of the perils mentioned in (a), (b), (c) and (e) above.

and no individual loss from whatever insured peril, which occurs outside these periods or areas, shall be included in that "loss occurrence".

The Company may choose the date and time when any such period of consecutive hours commences and if any catastrophe is of greater duration than the above periods, the Company may divide that catastrophe into two or more "loss occurrences", provided no two periods overlap and provided no period commences earlier than the date and time of the happening of the first recorded individual loss to the Company in that catastrophe, except for any "loss occurrence" referred to in subparagraph (e) above where only one such period of 672 consecutive hours shall apply within each annual period.

#### INFORMATION TECHNOLOGY HAZARDS (RISK) EXCLUSION CLAUSE - NMA 2928

Losses arising, directly or indirectly, out of:

(i) loss of, alteration of, or damage to

or

(ii) a reduction in the functionality, availability or operation of a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Insured or not, are excluded hereon unless arising out of one or more of the following perils:

fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow.

#### BIOLOGICAL OR CHEMICAL MATERIALS EXCLUSION - NMA 2962

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

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**Observations**

Previsión de riesgos, mediante la cual se procura la adopción de las medidas precautorias adecuadas, especialmente en riesgos de naturaleza industrial, para evitar la producción de siniestros.

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